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LYNCHBURG & RIVERMONT STREET RAILWAY CO. v. DAMERON AND OTHERS.—Decided at Richmond, January 27, 1898. *Buchanan, J.* Absent, *Cardwell, J.*:

1. CHANCERY JURISDICTION—*Suit by one or more taxpayers to enjoin municipal corporation from levying illegal tax, or incurring an unauthorized debt.* Courts of equity have jurisdiction, on the application of one or more taxpayers of a municipal corporation, suing for the benefit of themselves and all others similarly situated, to enjoin the corporation and its officers from levying and collecting an unauthorized tax, or creating an unauthorized debt. It is immaterial whether the debt was wholly unauthorized, or authorized only upon conditions which have not been complied with, or that the securities for it would be void in the hands of an innocent holder.

2. MUNICIPAL CORPORATIONS—*Power to become surety, guarantor or endorser—Limit of powers.* The power conferred on a city to acquire suitable works and machinery for the generation of electricity for the use of the city and its inhabitants, and to do all things necessary or proper to carry into effect the powers conferred, does not authorize the city to guarantee the bonds of another corporation, in which it has no interest, to enable it to furnish electric lights to the city and its inhabitants. The powers of municipal corporations are limited to those granted in express terms, those necessarily or fairly implied in or incident to the powers expressly granted, and those essential to the declared objects and purposes of the corporation—not simply convenient, but indispensable. The right to become surety, guarantor, or endorser for another is not within any of these limitations. It is immaterial that the city is protected from loss as such surety, guarantor, or endorser.

ÆTNA LIFE INSURANCE CO. v. RAGSDALE'S ADM'R.—Decided at Richmond, February 3, 1898. *Harrison, J.* Absent, *Cardwell, J.*:

1. INSURANCE—*Payment of premium—Extension of time—Forfeiture—Case at bar.* A letter from an insurance company in reply to a request from the assured, agreeing to grant an extension of time of payment of the premium on a policy upon the execution and return before the policy lapsed of an extension note enclosed in the letter, is not of itself a completed contract, binding the company to grant the extension without the execution and return of the note. In the case at bar the insured has not been misled to his injury by the insurer. The insured forfeited his policy by his own negligence, and the forfeiture has not been waived by the company.

SUPREME LODGE KNIGHTS OF HONOR v. OETERS.—Decided at Richmond, February 10, 1898. *Riely, J.* Absent, *Cardwell, J.*:

1. BENEFIT SOCIETIES—*Case at bar.* Upon the evidence in the case at bar it appears that the member of a benefit society was duly suspended at the time of his death for non-payment of assessments, and there can, therefore, be no recovery on the certificate on his life which was payable only on his being in good standing at the time of his death.

2. BENEFIT SOCIETIES—*Forfeiture—Waiver—Notice.* The forfeiture of a cer-